THE HON'BLE MR. JUSTICE V.V.S. RAO

WEDNESDAY, THE 28TH DAY OF DECEMBER, 2005

W.P.Nos. 27380 & 27658 of 2005

W.P.No. 27380 of 2005

Between:-

Nadigadi Boatsmen Contract Co-operative Society, L. Gannavaram (v), P. Gannavaram Mandal, East Godavari district rep., by its President-Yannabathula Suryanarayana.

--Petitioner

And

The District Collector, East Godavari district at Kakinada and five (5) others.

--Respondents

W.P.No. 27658 of 2005

Between:-

Nadigadi Boatsmen Contract Co-operative Society, L. Gannavaram (v), P. Gannavaram Mandal, East Godavari district rep., by its President-Yannabathula Suryanarayana.

--Petitioner

And

The District Collector, East Godavari district at Kakinada and seven (7) others.

--Respondents

THE HON'BLE MR. JUSTICE V.V.S. RAO

W.P.Nos. 27380 & 27658 of 2005

:C O M M O N O R D E R:

In the auction conducted to lease out the right to quarry sand in Reach Nos. 36 and 37 of Godavari (Package No.12), the Nadigadi Boatsmen Contract Co-operative Society, L. Gannavaram village, P. Gannavaram mandal, East Godavari (hereinafter called 'the Socieyt'), the petitioner herein, became the highest bidder at Rs.32,04,000-00. The 1st respondent issued proceedings dated 01-10-2005 confirming the lease for a period of one year from 01-10-2005 to 30-09-2006. As per the conditions of the lease, the Society was required to pay balance of 75% amount in three equal instalments at the rate of Rs.7,20,900-00. The second instalment is payable on 10-12-2005, the third on 10-02-2006 and 4th on 10-04-2006. The Society paid the initial amount towards 25% of the area, after executing the lease deed.

It is the case of the Society that the previous lessee in respect of Reach No.37 (Godavari's left bank of Vainatheya Reach No.37 starts from 7/0 to 12/3 K.M., Ramp 9/0 to 9/2 K.M. of K. Munjavaram), did not permit the Society to conduct sand quarry operations and, therefore, from the date of working the lease the Society is able to remove the sand only from Reach No.37. As the Society was prevented from removing the sand from Reach No.37, it gave a complaint to the Station House officer, Police Station, P.Gannavaram on 02-10-2005 and also got issued notice to the respondents on 03-10-2005. Even before any action could be taken, the Society was required to pay the second instalment on 10-12-2005 in a sum of Rs.7,20,900-00.

On the premise that the Society is not able to remove the sand from Reach No.37 and, therefore, it is not necessary to pay the second instalment for that Reach, the Society paid a sum of Rs.2,40,300-00 only on 10-12-2005 presumably proportionate amount towards second instalment of Reach No.37. Be that as it is, on 20-12-2005, the Mandal Revenue Officer, P. Gannavaram, on the instructions of 1st and 2nd respondents directed the Society not to remove any sand from Reach No.36 until the second instalment amount is paid fully. Aggrieved by the same, the Society filed W.P.No. 27380 of 2005. The Society also filed W.P.No. 27658 of 2005 aggrieved by the inaction on the part of the various authorities in not preventing others, who are

interfering with the sand quarrying operations of the Society insofar as Reach No.36 is concerned.

Initially W.P.No. 27380 of 2005 came on 23-12-2005 and the same was adjourned to enable the learned Assistant Government Pleader for Panchayat Raj to get instructions in the matter. After getting instructions in the matter, learned Assistant Government Pleader submits that the request of the Society made in the representation dated 03-10-2005 is going to be placed before the District Level Committee on 29-12-2005 and that necessary steps are being taken to instruct the Station House Officer, Police Station, P. Gannavaram to do the needful to prevent the third parties in interfering the sand quarrying operations of the Society from Reach No.36 of right bank of Vainatheya. In that view of the matter, it would not be proper to express any opinion on the question whether the Society can split the lease and unilaterally seek to comply with the requirement of payment of instalment money. This question may also be considered by the District Level Committee in the first instance.

In the result, recording the submissions of the learned Assistant Government Pleader, both the writ petitions are disposed of in the above terms. No costs.

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V.V.S. RAO, J

28-12-2005

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